

CJ7 666 -  
Timmons

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

FEB - 3 2017

**RICK WARREN**  
**COURT CLERK**

**Case No.**

34\_\_\_\_\_

**CJ-2017-666**

**Defendant.**

## JURISDICTION AND VENUE

1. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs, thus giving this Court jurisdiction.
2. Venue in this Court is appropriate because the Defendant can be served in Oklahoma County, State of Oklahoma.

3. On October 6, 2014, while Defendant had in force a policy numbered CA 609-95-01, which provided for Uninsured/Underinsured Motorist coverage in the amount of \$1,000,000.00, Plaintiff suffered serious injuries as the result of an explosion of a tanker trailer caused by an uninsured party.
4. Plaintiff provided Defendant with timely notice of his claim and has provided Defendant with necessary information in his possession, including: medical records, medical bills, lost wage information, photographs of the scene and of the injuries, and witness names.

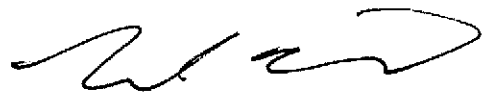
5. Defendant breached the insurance policy and the implied covenant of good faith and fair dealing in the handling of Plaintiff's uninsured motorist claim by:
- a. Failing and refusing payment of policy benefits on behalf of Plaintiff at a time when Defendant knew the Plaintiff was entitled to those benefits;
  - b. Failing to properly investigate Plaintiff's claim;
  - c. Withholding payment of the benefits on behalf of Plaintiff knowing that Plaintiff's claim for those benefits was valid;
  - d. Refusing to honor Plaintiff's claim for reasons contrary to the express provisions of the policy and/or Oklahoma law;
  - e. Refusing to honor Plaintiff's claim by applying restrictions not contained in the policy;
  - f. Refusing to honor Plaintiff's claim by knowingly misconstruing and misapplying provisions of the policy;
  - g. Failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claim;
  - h. Not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claim once liability had become reasonably clear;
  - i. Forcing Plaintiff to file a lawsuit in order to secure benefits Defendant knew were payable;
  - j. Failing to properly evaluate any investigation that was performed; and,
  - k. Delaying investigation and payment of benefits,

all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to the Defendant.

6. As a direct result of Defendant's breach of contract and breach of implied covenant of good faith and fair dealing, Plaintiff has suffered the loss of policy benefits and emotional distress, frustration, economic duress, and other consequential damages.
7. Defendant's acts and omissions in violation of the implied covenant of good faith and fair dealing were in reckless disregard of its duty to deal fairly and in good faith with its insured and/or were done intentionally and with malice and therefore, Plaintiff is entitled to recover punitive damages.

Plaintiff demands judgment against the Defendant in an amount in excess of \$75,000.00, for his damages, both compensatory and punitive, with interest, costs and any further relief the court deems equitable, just and available to Plaintiff by law.

Respectfully submitted,



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**ATTORNEYS LIEN CLAIMED**  
**PRE-JUDGEMENT INTEREST CLAIMED**